ROADWAY TRANSFER AGREEMENT
WATKINS ROAD - WEST OF BAY AVENUE

THIS ROADWAY TRANSFER AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into between the CITY OF CLEARWATER (hereinafter referred to as "the CITY"), a municipal corporation organized and existing under the laws of the State of Florida whose address is 600 Cleveland Street, Clearwater, Florida 33755, and the TOWN OF BELLEAIR (hereinafter referred to as "the TOWN"), a municipal corporation organized and existing under the laws of the State of Florida whose address is 901 Ponce de Leon Boulevard, Belleair, Florida 33756, hereinafter collectively referred to as "the PARTIES."

WITNESSETH

WHEREAS, Florida Statute § 163.01(4) authorizes a public agency of the State of Florida to exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, cities and towns are included in the definition of a "public agency" pursuant to Florida Statute § 163.01(3)(b); and

WHEREAS, Florida Statute § 163.01(17) provides that "[i]n any agreement entered into pursuant to this section, any public agency . . . may, in its discretion, grant, sell, donate, dedicate, lease or otherwise convey, title, easements or use rights in real property, including tax-reverted real property, title to which is in such public agency . . . to any other public agency . . . . Any public agency . . . is authorized to grant such interests in real property or use rights without consideration when in its discretion it is determined to be in the public interest. Real property and interests in real property granted or conveyed to such public agency . . . shall be for the public purposes contemplated in the interlocal agreement . . . ."; and

WHEREAS, Florida Statute § 335.01(1) provides that "[a]ll roads which are open and available for use by the public and dedicated to the public use, according to law or by prescription, are hereby declared to be, and are established as, public roads"; and

WHEREAS, public roads may be transferred between jurisdictions only by mutual agreement of the affected governmental entities pursuant to Florida Statute § 335.0415(3); and

WHEREAS, this Agreement is authorized by the aforementioned Florida Statutes and other applicable law; and

WHEREAS, the CITY owns a certain portion of Watkins Road west of Bay Avenue, a public road (hereinafter referred to as "the ROAD"), and the CITY and the TOWN have determined that it is in the best interests of the PARTIES to enter into this Agreement to transfer title to the ROAD from the CITY to the TOWN.

NOW THEREFORE, in consideration of the promises, mutual covenants, and conditions contained herein, the PARTIES agree as follows:

SECTION 1: RECITALS

The recitals set forth above are incorporated herein by reference and are made a part of this Agreement.

SECTION 2: TRANSFER AND ACCEPTANCE OF ROAD

The CITY agrees to grant, transfer, and convey to the TOWN, and the TOWN agrees to accept, all of the CITY'S right, title, and interest in the ROAD, more fully described and depicted in the sketch and legal description contained in "Exhibit A" which is attached hereto and incorporated herein, subject to the following conditions:

1. The CITY agrees to mill and repave the ROAD before transferring same to the TOWN. The costs for milling and repaving the ROAD shall be borne equally by the CITY and the TOWN and, upon completion of the milling and repaving of the ROAD by the CITY, the CITY shall remit to the TOWN an invoice for the TOWN'S equal share of the costs, to be paid by the TOWN.

2. Following the TOWN'S receipt of the aforementioned invoice, the TOWN shall authorize and approve 1) payment for the TOWN'S share of the costs for milling and repaving the ROAD as reflected by the invoice and 2) the acquisition of the ROAD. Following receipt of the TOWN'S payment to the CITY for the aforementioned milling and repaving of the ROAD, the CITY shall execute and record a Deed granting, transferring, and conveying title to the ROAD to the TOWN.

3. The 6" Water Main located along the north side of the ROAD shall continue to be owned by the CITY following the transfer of title to the ROAD to the TOWN and, within 30 days of the CITY'S recording of the aforementioned Deed, the TOWN shall grant and release unto the CITY a Right-of-Way Easement over, under, across, and through the ROAD for the purposes of operating, maintaining, repairing, replacing, and removing the subject Water Main.

SECTION 3: INDEMNIFICATION/SOVEREIGN IMMUNITY

Except as otherwise provided in this Agreement, neither the CITY nor the TOWN shall be liable for the negligent or wrongful acts of the other in the performance of this Agreement. Nothing in this Section is intended to serve as a waiver, expressed or implied, of the CITY'S or the TOWN'S sovereign immunity or an increase in the limits of liability contained in Florida Statute § 768.28, regardless of whether any such obligations are based in tort, contract, statute, or otherwise.

SECTION 4: NOTICES

Any notice, demand, request, or other instrument given under this Agreement shall be delivered by 1) United States mail, postage prepaid, certified or registered mail, return receipt requested; or 2) via electronic mail at the addresses provided below. Such addresses may be changed by written notice to the other party in accordance with this paragraph.

CITY
City of Clearwater
Attn: City Manager
600 Cleveland Street
Clearwater, Florida 33755
jennifer.poirrier@myclearwater.com

TOWN
Town of Belleair
Attn: Town Manager
901 Ponce de Leon Boulevard
Belleair, Florida 33756
glancaster@townofbelleair.net

SECTION 5: EFFECTIVE DATE, RECORDING, AND TERMINATION

This Agreement and any subsequent amendments hereto shall be signed by both the CITY and the TOWN, and this Agreement and any subsequent amendments hereto shall become effective upon the filing of the same with the Clerk of the Circuit Court for Pinellas County as required by Florida Statute § 163.01(11). The TOWN shall be responsible for the costs associated with recording this Agreement and any subsequent amendments. This Agreement shall not terminate without the express written Agreement of both the CITY and the TOWN.

SECTION 6: ENTIRE AGREEMENT AND AMENDMENTS

This Agreement, including the Exhibits hereto, constitutes the entire Agreement between the CITY and the TOWN concerning the matters addressed herein. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, signed by both PARTIES, dated concurrent or subsequent to the date of this Agreement, and recorded in the manner set forth in Section 5 of this Agreement.

SECTION 7: SEVERABILITY

Should any Section or any part of any Section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other Section or any part of any Section in this Agreement.

SECTION 8: COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

SECTION 9: GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Florida, and venue for any proceedings arising out of this Agreement shall be in the Sixth Judicial Circuit in and for Pinellas County, Florida.

IN WITNESS WHEREOF, the CITY OF CLEARWATER has made and executed this Agreement, through its City Council, signing by and through its Mayor as authorized to execute the same by City Council action, on the _____ day of _____, 2025.

ATTEST:

CITY OF CLEARWATER

By: _____
Rosemarie Call, City Clerk

By: _____
Bruce Rector, Mayor

Approved as to form:

_____
David Margolis, City Attorney

IN WITNESS WHEREOF, the TOWN OF BELLEAIR has made and executed this Agreement, through its Town Commission, signing by and through its Mayor as authorized to execute the same by Town Commission action, on the _____ day of _____, 2025.

ATTEST:

TOWN OF BELLEAIR

By: _____
Christine Nicole, Town Clerk

By: _____
Michael Wilkinson, Mayor

Approved as to form:

_____
Jay Daigneault, Town Attorney